

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE WILL COUNTY LOCAL)
174 CARPENTERS PENSION TRUST FUND)
and WILL COUNTY LOCAL 174 WELFARE)
FUND,)
Plaintiffs,) No. 16 CV 2923
v.)
Judge)
UNITED INSULATED STRUCTURES CORP.,) Magistrate Judge
an Illinois corporation,)
Defendant.)

COMPLAINT

Plaintiffs, TRUSTEES OF THE WILL COUNTY LOCAL 174 CARPENTERS PENSION TRUST FUND and WILL COUNTY LOCAL 174 CARPENTERS WELFARE FUND, by their attorneys, DONALD D. SCHWARTZ, ANDREW S. PIGOTT, PAUL M. EGAN, and ARNOLD AND KADJAN, complain against Defendant, UNITED INSULATED STRUCTURES CORP., an Illinois corporation, as follows:

1. (a) Jurisdiction of this cause is based on Section 301 of the National Labor Relations Act, 29 U.S.C. Section 185(a) as amended.

(b) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Security Act of 1974, 29 U.S.C. Section 1132, 1145 ("ERISA"), as amended.

2. Venue is founded pursuant to 29 U.S.C. Section 1132(e)(2) in this District where the Funds, as described in Paragraph 3, are administered.

3. (a) The Plaintiffs in this count are TRUSTEES OF THE WILL COUNTY LOCAL 174 CARPENTERS PENSION TRUST FUND and WILL COUNTY LOCAL 174

CARPENTERS WELFARE FUND ("the Funds"), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Chicago and Northeast Illinois District Council of Carpenters and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

4. (a) Defendant, **UNITED INSULATED STRUCTURES CORP. ("UIS")** incorporated under the laws of Illinois

(b) **UIS** is an employer engaged in an industry affecting commerce, and has done business within the Northern District of Illinois.

5. Since January 1, 2013, or before, **UIS** entered into successive collective bargaining agreements with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees.

6. Alternatively, since January 1, 2013, or before, **UIS** bound itself to successive collective bargaining agreements with the Union by its course of conduct, including:

(a) Withholding of Union dues on behalf of its bargaining unit employees;
(b) Reporting and paying fringe benefit contributions on behalf of its bargaining unit members.

7. By virtue of certain provisions contained in the collective bargaining agreements,

UIS is bound by the Trust Agreements establishing the Funds.

8. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, **UIS** is required to make contributions to the Funds on behalf of its employees.

9. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, **UIS**, when given reasonable notice by Plaintiffs or their representatives, is required to submit all necessary books and records to Plaintiffs' accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

10. Plaintiffs are advised and believe that since January 1, 2013, **UIS** has failed to pay some of the contributions from time to time required to be paid by it to the Funds pursuant to the terms of the collective bargaining agreements and Trust Agreement by which it is bound, all in violation of its contractual obligations and its obligations under applicable state and federal statutes.

11. Plaintiffs' accountant attempted to contact **UIS** on several occasions to schedule an audit to determine the extent of **UIS**'s contribution non-compliance, but none of his phone messages were returned.

WHEREFORE, Plaintiffs pray for relief as follows:

A. Entry of an order commanding **UIS** to submit to an ERISA fringe benefit contributions audit from January 1, 2013 to the present.

B. Judgment be entered on all amounts determined to be due by the audit.

C. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreement and ERISA Section 502(g)(2).

D. **UIS** be enjoined from violating the terms of the collective bargaining agreements

and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.

E. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,
**TRUSTEES OF THE WILL COUNTY LOCAL
174 CARPENTERS, et al.**

By: s/Andrew S. Pigott
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